

**SYRACUSE CITY, UTAH
REQUEST FOR PROPOSALS
FOR CURBSIDE SOLID WASTE AND GREEN WASTE RECYCLING
COLLECTION AND REMOVAL SERVICES**

I. Purpose, Background, and Scope of Service

Purpose of Request for Proposal

Syracuse City, hereinafter referred to as “City”, is soliciting proposals from qualified Firms, hereinafter referred to as “Firm”, interested in providing curbside solid waste and green waste collection services.

Background

Syracuse City is located in the Northwest area of Davis County. The City is interested in providing weekly curbside solid waste collection services to approximately 33,000 residents (approx. 9,200 households) and a curbside green waste recycling program (currently approx. 2,500 residents subscribe), via a contracted Firm.

Intent

The City’s intent and the requirements of this RFP are to provide citizens with the appropriate level of service, at the best value and with the highest quality.

The specifications contained within this RFP document are designed to establish an effective, efficient, uniform, and safe system of solid waste services that provides for the following intended purposes:

1. Establish and maintain a continuous and uniform level of solid waste and green waste recycling collection services in order to assure protection of the health, safety, and welfare of the community.
2. Provide solid waste and green waste recycling collection services in a coordinated manner, through a routing system that will improve current solid waste collection while minimizing impacts to service rates. To this end, the City has tried to provide as much information as possible to all prospective Firms in order to allow them to compute fair and reasonable rate quotes. However, it is the sole responsibility of the Firm to independently investigate, to calculate, and to be responsible for the prices quoted.
3. The Green Waste Recycling Program is an opt-in program and green waste collection bins are to be emptied on a weekly basis by the Firm.

Scope of Services

The selected Firm will be required to provide the following services including, but not limited to, the following:

1. Provide weekly solid waste collection service to approximately 33,000 residents (approx. 9,200 households) and weekly green waste collection according to the Terms and Conditions contained on the last page of this RFP.
2. Be responsible for safely and legally transporting, processing, and disposing of the collected materials. Materials will be transported to a facility that is agreed upon by both the City and the Firm.
3. Existing containers shall be furnished by the City at no cost or expense to the Firm, except in case of damage to such containers through carelessness or negligence on the part of the Firm. The Firm shall not be liable for damage caused by previous Firms. The City does not intend for the Firm to include costs to purchase additional containers in their proposal.

Container totals as of February 1, 2022, are as follows:

First cans: 9,161

Second cans: 4,472

Green Waste Cans: 2,433

II. Proposal Requirements/Proposal Format

In addition to other items specified below, all proposals are limited to a maximum of 20 pages. This page limit does not include Firm's cover letter.

1. Cover Letter

Each response should include a cover letter no longer than two pages, signed by an officer of your Firm, indicating that the response is valid for 90 days and that the officer is legally able to contractually bind your Firm. The cover letter should summarize your proposal's key points.

2. Firm Qualifications

- Provide a description of your Firm's experience and capability of fulfilling this contract if awarded.
- Firm must provide service to Syracuse City from a facility that is located no farther than 20 miles from Syracuse City limits. If firm cannot meet this requirement, Firm agrees to waive any fuel surcharges resulting from any travel outside the 20-mile radius.
- Provide information describing your Firm's financial condition. Include in such description, where applicable, the credit rating of your Firm's parent entity or related subsidiaries that would provide services under this RFP.
- Provide minimum Liability Insurance in the amount of \$3,000,000 per occurrence with an aggregate of \$15,000,000.
- Describe any relevant changes in your Firm within the past year, or anticipated changes, that may affect your capability to perform the services requested.
- Identify five references from governmental entities where your Firm has performed similar services. Provide information regarding your Firm's background and experience in providing these services.

3. Staffing Plan

Indicate the names, titles, roles, locations, phone numbers, fax numbers, and email addresses of each member of the team that will be designated to work on this project for your company.

- Indicate which person and position will serve as the day-to-day contact for the city.
- Provide brief resumes of the listed person(s).
- Give an example of your companies hiring criteria, pre-employment qualifications, and hiring process.
 - Class B CDL (Class A if operating a comb unit)
 - Pre-employment drug and alcohol screen
 - Disqualification standards, i.e. DUI prior 10 years, excessive moving violations, safety history, felonies, etc.
 - eVerification – verify legal resident status
- Provide an example of the Operational Training Program used by your company to ensure compliance with all DOT, OSHA, and DEQ requirements.

Provide the location, address, and contact information for the office that will provide the services to the City.

4. Firm Approach

Submit an operational plan and discuss how your Firm will provide the services to be performed for the City. Syracuse City welcomes and will consider creative and innovative alternatives when those methods can be shown to provide cost savings and/or overall improvements in the current solid waste collection and green waste recycling system.

Please indicate the schedule for implementing the program that your Firm will use to provide the services to be performed for the City.

5. Cost

The cost basis for collection and billing of solid waste and recyclable materials shall be per container collected. Please indicate the costs per container for both refuse and green waste recycling collection.

6. Submittal Requirements

Four copies of each Firm's response shall be submitted to Syracuse City Hall no later than 3 p.m. on March 10, 2022.

Syracuse City – Solid Waste – RFP 2022
Attn: Cassie Brown
1979 W. 1900 S.
Syracuse, UT 84075

A Firm may, without prejudice, withdraw a proposal after it has been deposited with the City, provided written notice is given to the City Recorder, and provided such notice of withdrawal is received by the City Recorder prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening.

III. RFP Evaluation, Schedule, and Other Matters

RFP's will be evaluated based on the following criteria (not listed in any order of importance).

1. Firm's proven ability with similar projects.
2. Expertise of key personnel to be assigned to the contract.
3. Firm's proven safety record and conformance with local, State, and Federal Laws.
4. Firm's proven track record of responsiveness to time limitations and deadlines.
5. Firm's proven track record of quality of performance.
6. Firm's capacity to perform.
7. Firm's cost proposal

Final Ranking and Selection

A City Committee will make a recommendation to negotiate with the responder whose proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in the RFP. Recommended contract awarded, if any, resulting from this RFP is subject to the approval of the City Council.

Presentations

The City retains the right to create a shortlist and invite Firms who make the list to deliver a presentation of its proposal to the Committee. Each presentation will be judged as to its completeness.

Negotiations

The City retains the right to make an award based on initial proposals without negotiations. Negotiations may be conducted with all responsible Firms.

Discussions: Best and Final Firm

The Committee reserves the right to recommend a Firm based upon the Firm's written proposal, without further discussions. Should the Committee determine that further discussions would be in the best interest of the City, the Committee shall establish procedures and schedules for conducting discussions and will notify qualified Firms. When in the best interest of the City, the Committee may permit qualified Firms to review their proposals by submitting "best and final" Proposal.

Other Matters

1. Changes in the RFP

Any communication from the City to a Firm will be transmitted simultaneously to all Firms along with written questions submitted. Any Firm who fails to recognize or utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process. All addenda will be numbered in sequence, dated as of the date of issue, and sent via email to all Firms.

2. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

3. Receipt of Addenda

The Firm shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal. Firm shall also sign and return the cover page of each addendum to the City Clerk via email to acknowledge receipt. Failure to receive or open a properly addressed email sent by the City to the e-mail provided by the Firm shall not excuse a Firm from complying with mandatory portions of the addenda.

4. Clarifications

Firms are notified to examine thoroughly the instructions, specifications, and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Firms may ask for any explanation or clarification before submitting their Proposal. All requests for explanation or clarification must be presented to the City in written form.

All inquiries related to this RFP shall be submitted in writing to:

**Cassie Brown
Syracuse City
1979 W. 1900 S.
Syracuse, UT 84075
cassieb@syracuseut.gov
Phone: 801-614-9633
Fax: 801-825-3001**

5. Reservation of Rights

The City reserves and holds at its discretion the following rights and options:

- a. Issue addenda to the Request for Proposals including extending or otherwise revising the timeline for submittals;
- b. Withdraw the Request for Proposals;
- c. Request clarification and/or additional information from the Firm at any point in the procurement process;
- d. Execute a Contract or Contracts with one or more Firms, on the sole basis of the original proposal or any additions to proposal submissions;
- e. Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the City; and Reissue the RFP or modify the RFP.

In order to be considered for selection, responses must be received by City Recorder on or before the date and time specified. Firms mailing responses should allow normal mail delivery time to ensure timely

receipt by the City. Proposals received after the stated time shall not be considered. No fax transmittals will be accepted.

IV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of Syracuse City. One (1) copy of each proposal shall be retained for official files and will become a public record after the contract award. Said copy will also be open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of Syracuse City.

Disclosure

Any trade secrets or proprietary information submitted by a Firm in connection with procurement shall not be subject to public disclosure. However, the Firm must invoke the protection of this section prior to or upon submission of the data or other materials by identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is proprietary is not acceptable. A statement that cost proposals are to be protected is not acceptable. Syracuse City may be required to disclose such information under Utah law, even if a Firm invokes this section. Syracuse City is not responsible for any alleged damages suffered by the Firm from release of data provided in response to this request.

Costs

There is no expressed or implied obligation for Syracuse City to reimburse responding Firms for any expenses incurred in preparing proposals in response to this request.

Terms and Conditions

Term: Firm agrees to act as City waste contractor for a period of five (5) years commencing on May 1, 2022. At the end of the five-year term, the City reserves the right to extend the contract beyond 5 years with an addendum if so desired.

Duties applicable to the Firm: The Firm will perform the following work continuously during the entire term of this agreement and during any extension(s) thereof:

- 1. Collection of solid waste:** Firm shall collect at its own expense, all waste which is contained within the provided waste disposal container (cart) from each family residence within Syracuse City limits according to a non-rotating, fixed pick-up schedule which Firm shall determine and which shall be subject to written City approval. Collection of solid waste from each family residence shall occur at least once each week for the duration of this agreement and during any extension(s) thereof.
- 2. Pickup Schedule:** Collection shall be performed on one (1) day each week unless otherwise approved by the City. The City shall have thirty (30) days to approve or reject any schedule presented by Firm. Failure to approve or reject within thirty (30) days shall be deemed a rejection. If the City rejects any schedule presented by the Firm, the Firm shall propose an alternative acceptable to the City. All proposed pick-up schedules shall provide that all waste will be collected for all family residences not later than 7:00 p.m. on the day(s) appointed for collection and that no waste collection activities shall commence prior to 7:00 a.m. Firm shall follow the schedule approved by the City.
- 3. Modification of Pickup Schedule:** All pick-up schedule changes made by Firm shall be made only after Firm submits such changes as set forth in subparagraph "2" of this section. Furthermore, Firm shall not make any such pick-up schedule changes until it has notified the residents of the City, at its own expense, of such approved changes at least one (1) week prior to implementing new changes excluding Federal holidays or as otherwise agreed upon by both parties in writing.
- 4. Disposal of Waste:** Firm shall dispose of all waste it collects at a site agreed upon by the Firm and the City. Syracuse City will be responsible for all charges associated with disposal of Solid Waste and Firm will be responsible for all charges associated with handling and processing of green waste Material.

5. **Insurance Coverage:** Firm shall maintain, at its own expense, general liability insurance not less than amount of \$3,000,000 per occurrence with an aggregate of \$15,000,000 for both Firm and the City.
6. **Bond:** In addition to insurance, Firm shall provide the City with a one hundred-thousand-dollar (\$100,000) performance bond during the entire term of this agreement and any extensions.
7. **Number of Residences:** Firm and City shall agree on the number of residents to be served, and the number of residences shall be updated every month.